Emery Worldwide, a CF Company *and* Teamsters Local 544, affiliated with International Brotherhood of Teamsters, AFL–CIO.[1] Cases 18–CA–11612 and 18–RC–14676

September 30, 1992

DECISION, ORDER, AND CERTIFICATION OF RESULTS OF ELECTION

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND OVIATT

On March 11, 1992, Administrative Law Judge James M. Kennedy issued the attached decision. The Respondent filed exceptions and a supporting brief, and the Charging Party filed an answering brief to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this decision.

The judge found that the Respondent violated Section 8(a)(1) of the Act by announcing a bonus to the employees the day before a representation election and also violated Section 8(a)(1) by engaging in an unlawful interrogation of an employee about a week before the election.[2] Based on these violations, the judge also recommended that the election, which the Union lost, be set aside and a second election be directed.[3] We reverse the judge and find that the Respondent did not unlawfully announce the bonus to its employees or coercively interrogate an employee. Further, as these were the bases on which the judge recommended the election be set aside, we reject that recommendation and instead issue a certification of results of election.

The Alleged Improper Bonus

On February 12, 1991, the day before the election, the Respondent held a regular ''G.I.T.'' meeting.[4] The meeting was conducted by one of the Respondent's lower-level supervisors, Operations Supervisor Fred Quinn, and about 20 employees were present. At the meeting, which apparently lasted about 5 minutes, Quinn mentioned four items: a new two-way radio system, some management changes at the corporate level in Palo Alto, the upcoming election, and a bonus. Regarding the election, Quinn encouraged the employees to vote but he did not urge them to vote no. He also announced to the employees that they would be receiving a bonus. The bonus program had been previously announced to all the employees in December 1990. The bonus was linked to a competition which was companywide. The Respondent had set up a competition in which terminals of roughly equal size were competing against each other. On the evening of February 11, the day before the meeting, Quinn was told by his superior, who himself had just learned of it, that the Minneapolis office had met the goals of the competition. Quinn then announced at the G.I.T. meeting that the employees had exceeded the competition goal and were now eligible for the bonus. No bonus amount was mentioned. Quinn did not know the size of the bonus at that time.

The judge found that the Respondent, through Quinn, violated the Act by announcing the bonus ''on the eve of the balloting.'' He found that the timing of the announcement could not have been closer to the election; that the announcement occurred in a meeting where the employees were encouraged to vote; that the failure to supply an amount to the bonus was insignificant; and that Quinn's ''subjective good intention'' in announcing the bonus was of no matter.[5] The judge concluded that by the announcement of the bonus the Respondent engaged in an unlawful promise of benefits. We disagree.

First, we note there is no allegation by the General Counsel that the bonus competition itself was unlawful. There also is no dispute that the employees were earlier informed of that competition.[6] There is further no dispute that the bonus competition was companywide. The judge's finding of a violation decision essentially turns on the timing of the announcement of the bonus, but timing is not enough to establish a violation in this case. Rather, in the above circumstances, we find nothing unlawful in the Respondent's February 12 announcement where the Respondent had just learned the result of the ongoing competition on February 11. This conclusion is supported by *Weather Shield of Connecticut*, 300 NLRB 93, 96–97 (1990). In that case, the Board reversed the judge's finding that the employer had violated Section 8(a)(1) and had engaged in objectionable conduct by an election eve announcement of pension benefits for its employees of which they had not been previously aware. The Board stated:

[1] The name of the Charging Party has been changed to reflect the new official name of the International Union.

[2] The judge also dismissed other allegations of 8(a)(1) conduct and there are no exceptions to those dismissals.

[3] The Union lost that election by a vote of 37 for and 49 against, with 1 challenged ballot.

[4] ''G.I.T.'' stands for general information and training.

[5] Quinn indicated he was ''elated'' that the employees would get the bonus and wanted to let them know they were to receive it.

[6] The Union's corresponding election Objections 2–4 alleged that Quinn made a promise of benefits at the February 12 G.I.T. meeting. The Union never alleged that the bonus program itself constituted objectionable conduct.

> The judge found that the employees would have received the pension plan even in the absence of the Union's organizing campaign, but that the timing of the [r]espondent's announcement of a previously unknown benefit warranted finding a violation of Section 8(a)(1) in the absence of any valid justification for making such an announcement at that time. In reversing this finding, we rely on *Scotts IGA Foodliner*, 223 NLRB 394 fn. 1 (1976), enfd. mem. 549 F.2d 805 (7th Cir. 1977), in which the Board held that the respondent's announcement during a union campaign of the availability of certain existing insurance benefits did not violate Section 8(a)(1). In *Scotts*, the Board stated that prohibiting an employer from publicizing existing benefits merely because the employees had not previously been made aware of such benefits would deprive the employer of a legitimate campaign strategy necessary to counter the union's claim that it offers better benefits. Because the [r]espondent's pension plan was granted to employees in the normal course of events unrelated to their union activity, the instant case is more akin to the announcement of existing benefits than to the cases relied on by the judge, which all involve the grant or announcement of new or future benefits. In accord with *Scotts*, we therefore find that the Respondent's announcement of its pension plan benefit did not violate the Act.[7]

Here, unlike *Weather Shield*, the employees were already aware of the bonus competition. Like *Weather Shield*, however, they were not aware of a critical fact, i.e., the competition's results until the Respondent's announcement of it. In making the announcement, the Respondent was simply informing the employees the results of that known ongoing competition; which the Respondent itself had just learned.[8]

[7] See also *Ideal Macaroni Co.*, 301 NLRB 507 (1991), in which the Board found no violation in an employer's publicly telling employees for the first time during an election campaign that it had over the years given interest-free loans to certain employees who needed assistance. The Board found that because the employer was referring to existing benefits rather than granting or announcing new benefits, the reference did not in itself violate the Act.

[8] *American Geri-Care*, 270 NLRB 95 (1984), cited by the judge is distinguishable. There the employer instituted a tuition reimbursement plan prior to an election but it failed to establish that it was justified by business reasons, or that the plan was the result of any established policy or past practice, and it also used this benefit as part of its campaign against the union. Here, the bonus program itself was not alleged as unlawful and it and the announcement of the results of the program were not used in the Respondent's election campaign propoganda.

The Alleged Unlawful Interrogation

Merry Bolle was a courier-driver and, on February 7, 1991, she was undergoing the third ride of a routine ''on-job survey'' with her immediate supervisor, Operations Supervisor Dan Swaser.[9] During this particular ride, after some initial discussion about the sequence of Bolle's stops, Swaser, according to Bolle, ''casually asked me how I felt about the union.'' Bolle indicated the question seemed ''to come out of the blue.'' She responded that she did not know how she felt; she had mixed feelings. Swaser said that he had worked for another company where he had been laid off and the union had not helped him. Bolle said that she had mixed feelings because ''you hear one thing from the union and one thing from the company, and you just don't know which way to go. You're confused.'' Swaser then changed the subject[10] and there was no further reference to the Union in the 4-1/2 hour ride. Swaser did not press her further; did not follow up later; never asked her how she intended to vote; and did not ask her to vote against the Union.

The judge found that Swaser's question was an unwarranted interrogation about Bolle's personal views towards union representation and that it had the reasonable tendency to interfere with her free exercise of the right to choose or not to choose a union and violated Section 8(a)(1). In so concluding, he indicated that ''in one sense I think it is fair to say that his question was not really intimidating; the two were on good personal terms.'' But he found that Swaser asked the question at a time when there was no need to do so and in an enclosed area and this constituted a violation. In the circumstances of this case, we disagree.

Interrogation of employees is not unlawful per se. In determining whether or not an interrogation violates Section 8(a)(1) of the Act, the Board looks at whether under all the circumstances the interrogation reasonably tends to interfere with, restrain, or coerce employees in the exercise of their Section 7 rights. *Rossmore House*, 269 NLRB 1176 (1984); *Sunnyvale Medical Clinic*, 277 NLRB 1217 (1985). Under all the circumstances here, we do not agree with the judge's finding that Swaser's questioning violated the Act as those circumstances do not indicate that Swaser's isolated questioning of Bolle was coercive in nature. Specifically, there is no history of employer hostility towards, or discrimination against, union supporters; the statement was made in a context free of other unfair labor practices;[11] the nature of the brief questioning

[9] An ''on-job survey'' consists of a supervisor riding with an employee and making suggestions for improved performance.

[10] He testified that he was aware right away that Bolle was uncomfortable talking about the subject.

[11] We of course do not suggest that an interrogation could not be found coercive in the absence of other unfair labor practices. We

was essentially general and was not threatening; it does not appear that the Respondent was seeking to take adverse action against Bolle or any other employees; the conversation was casual and amicable and was unaccompanied by coercive statements; and Swaser was a lower level, first-line supervisor. Thus, in the circumstance of this particular case, we find that Swaser's questioning of Bolle did not violate the Act.[12]

Summary

As we have reversed the two unfair labor practice findings on which the judge based his recommendation to set aside the election, we shall dismiss the complaint and we shall not set aside the election but instead we shall issue a certification of results of election.

ORDER

The complaint is dismissed in its entirety.

CERTIFICATION OF RESULTS OF ELECTION

IT IS CERTIFIED that a majority of the valid ballots have not been cast for Teamsters, Local 544, affiliated with International Brotherhood of Teamsters, AFL–CIO, and that it is not the exclusive representative of these bargaining unit employees.

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merely indicate that the existence of other unfair labor practices is one factor that may render a particular interrogation coercive.

[12] *Quemetco, Inc.*, 223 NLRB 470 (1976), cited by the judge, involved an interrogation where, in the same conversation, the supervisor also threatened an employee with possible loss of employment if the union were successful in organizing the employees. This threat was found to be a separate violation. In finding the interrogation to be unlawful, the Board noted that unlawful threat as well other unfair labor practices directed at the interrogated employee. Here, there were no other unfair labor practices committed by the Respondent.

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D. Clay Taylor and *J. Michael Colloton Esqs.* (*Mackall Crounse & Moore*), Minneapolis, Minnesota, for the Respondent.
Martin J. Costello, Eqs. (with *Carol A. Baldwin* on brief) (*Peterson, Bell, Converse & Jensen*), of St. Paul, Minnesota, for the Charging Party.

DECISION

STATEMENT OF THE CASE

JAMES M. KENNEDY, Administrative Law Judge. This case was tried before me in Minneapolis, Minnesota on April 30 and May 1, 1991, upon a complaint issued by the Regional Director for Region 18 of the National Labor Relations Board on March 21, 1991, and amended on March 26, 1991. The complaint is based on a charge filed by Teamsters Local 544, affiliated with International Brotherhood of Teamsters, AFL–CIO (Charging Party) on February 4, 1991. It alleges that Emery Worldwide, a CF Company (Respondent) has committed certain violations of Section 8(a)(1) of the National Labor Relations Act. The Regional Director has consolidated the issues raised by the complaint with certain objections to the representation election conducted in Case 18–RC–14676 filed by the Union.

Issues

The issues presented by this matter are whether or not shortly before an NLRB-conducted representation election Respondent committed certain acts which violated Section 8(a)(1) of the Act and/or had the tendency to improperly affect the outcome of the election.

Specifically, the complaint alleges that several of Respondent's first-line supervisors made certain threats, promises, or engaged in coercive interrogation. In addition, Respondent is alleged to have improperly influ- enced the outcome of the election by announcing a bonus award to the employees on the eve of the election. Finally, it is asserted that a captive audience meeting was conducted by one of the supervisors within the 24 hours preceding the commencement of the election, a breach of the *Peerless Plywood* rule.[1]

I. JURISDICTION

Respondent admits it is a Delaware corporation, with an office and place of business in Minneapolis, Minnesota, where it is engaged in the interstate transportation of freight by air. The evidence shows that its headquarters are located in Palo Alto, California. It further admits that during the calendar year 1990, it purchased and received at its Minneapolis facility products, goods, and materials valued in excess of $50,000 directly from points outside Minnesota. Accordingly, it admits it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.[2]

II. LABOR ORGANIZATION

Respondent admits that the Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Background*

In the Minneapolis area Respondent operates its freight forwarding business from two locations. The Minneapolis/St. Paul Airport and a yard located in the nearby suburb of Eagan. Its terminal manager is David Briggs. Among his subordinates are at least four individuals whose title is operations-supervisor. One of them, Fred Quinn, described that position as the first-line supervisor job. These individuals include Robert ''Vern'' Plant, Dale Wait, Quinn and Dan Swaser. In general, these individuals supervise loading and unloading of aircraft, the sorting of freight and the daily assignments and oversights given to the courier-drivers involved here.

The Union filed the election petition on October 10, 1989. After a hearing, the Regional Director dismissed it on the basis that the individuals involved were guards within the

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[1] *Peerless Plywood Co.*, 107 NLRB 427 (1953).

[2] The original complaint contains a typographical error respecting the appropriate sections of the Act, but jurisdiction is not contested here.

meaning of Section 8(b)(3) of the Act and the Union was a labor organization not eligible to represent them. The Petitioner filed a request for review and on December 21, 1990, the Board granted the request and remanded the proceeding to the Regional Director for processing. On January 14, 1991, the Regional Director issued a Supplemental decision and Direction of Election in the bargaining unit sought by the Petitioner.[3] The election was actually conducted on February 13, 1991. The tally shows that of approximately 97 eligible voters, 37 voted in favor of representation by the Union while 49 voted against. There is one challenged ballot which does not affect the outcome of the election.

The Union thereafter filed timely objections to the election and the Regional Director, in a report, consolidated certain of them with the complaint for the purpose of a hearing.

It has been Respondent's long-established practice to conduct a short meeting of employees with one of the supervisors early each morning. At the airport facility this was done on a daily basis. At Eagan, the practice was not quite as frequent, being limited to 1 or 2 days per week. Because of the large number of employees at the airport and, because of varying reporting times, the meeting was often conducted twice each day, involving a different complement of employees. These meetings are known as general information and training meetings and are referred to in acronym terms, as ''G.I.T.'' meetings. Plant was the supervisor who usually conducted those meetings at the airport, while the supervisor who conducted them at Eagan was usually Quinn. These were the supervisors who were responsible for direct supervision during those particular hours. Other supervisors came on duty later in the day. As will be seen it was only the first-line supervisors who made the remarks which are the subject of the complaint. Moreover, all but one occurred during the course of a G.I.T. meeting.

B. *The January 30 G.I.T. Meetings at the Airport*

Two G.I.T. meetings occurred on January 30 at the airport. The first occurred sometime between 6 and 6:30 a.m. and the second, sometime between 8 or 8:30 a.m., although one witness places it as late as 9 a.m. Plant led both.

Drivers Brian Rodeck and Ralph Zaccardi gave testimony about the first meeting. Rodeck is stationed at Eagan, but happened to be at the airport that morning. He heard a portion of the meeting. He testified that Plant spoke to an assembled group consisting of 20–30 employees. He remembers only a few by name, including Zaccardi, who was apparently was standing next to him. Rodeck said Plant was doing the talking ''explaining the upcoming election . . . not explaining it in detai. . . . that there would be an election coming up, and everybody would be eligible to vote.'' In the course of his testimony he said, ''It was said in the meeting that, if you vote 'yes,' that you lose all your benefits . . . .'' However, he was unable to say what, if any benefits, would actually be lost.

Zaccardi, like Rodeck, had arrived at the airport from Eagan. He testified, ''[A]t that particular meeting, what I remember Vern [Plant] saying directly to us kind of just relates to what intrigued me at that particular moment. And he was talking, did say that if you were voting for the union, if you voted 'yes' that you would lose all your benefits, including medical, and automatically become a salaried employee.'' However, Zaccardi's recollection of the remainder of the meeting is poor. He does remember Rodeck attempting to ask a question, but Plant waved him off, typical of the way G.I.T. meetings are usually conducted. On cross-examination, Zaccardi agreed that Plant announced the election. He is not certain whether it was the first time, although it appears undisputed that it was.

He also gave the following testimony on cross:

> Q. (By Mr. Taylor) Okay, so during the course of this l5 minute meeting your recollection is that he said that you would lose all your benefits, lose your medical, become salaried, if you vote for the union?
>
> A. That's true.
>
> Q. Is it possible that during this meeting as well Mr. Plant told you that these items would be negotiable in the collective bargaining process?
>
> A. That could be true.

Driver Merry Bolle also appears to have attended that meeting. She testified that after Plant discussed some routine business matters he turned to a discussion of the Union. According to her, he said, ''If the union got in there, that we may take a cut in wages and lose our medical benefits.'' After being prompted about ''time off,'' she said, ''He had brought up the fact that if the union got in there, if you—as a part-timer that you have a rotating day off. And if you ever went to school and you go to school on Thursdays, that you would have to talk to the union first, to see if you can get the day off.''

On cross-examination she testified a little differently, saying Plant had said the employees ''may'' take a cut in pay and ''will'' lose medical benefits. She had some difficulty recalling the context in which Plant made his remarks but ultimately gave this testimony:

> Q. (By Mr. Taylor) You said that Mr. Plant said that you may get a cut in pay. At this time and during the course of this election, do you recall Mr. Plant saying the wages, benefits, you may get a in crease? You may get a decrease. Everything's negotiable. You remember him saying that?
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> A. I remember him saying it once. Once or twice. Yes.
>
> Q. Okay. You've said your testimony is that he said during this meeting that you may get a cut in pay. Does that mean that he told you in this meeting that everything was negotiable? You might get a cut in pay?
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> A. I don't remember him saying that everything would be negotiable, no.
>
> Q. Did he say you might get a pay raise—
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> A. No.
>
> Q.—if the union is certified?
>
> A. No.
>
> Q. Okay. You don't recall him talking about negotiation at all in this meeting, is that your testimony?

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[3] The appropriate unit as described in the Supplemental Decision and Direction of Election is:

> All courier-guards employed by the Employer at and out of its Eagan, Minnesota and Minneapolis/St. Paul Airport locations; excluding office clerical employees, professional employees, guards and supervisors as defined in the Act.

A. I don't recall it, no.

Q. Okay. But you have testified that you had heard him say that before, that everything's negotiable, right?

A. Okay. That we sit down at a bargaining table and negotiated wages and benefits, in the union context?

A. Right.

Q. You had heard him say that before?

A. Yes.

Q. Let me ask you this. Is it possible that Mr. Plant may have said in this meeting that these items are negotiable?

A. He could have, yes.

Driver John Juhl also testified about the January 30 meeting. He said that after Plant mentioned some routine matters, he turned to the Union. He testified:

Q. (By Mr. Bornong) All right. And what did he [Plant] say?

A. Well, first topic of basic conversation was—or discussion was if the union was brought in reduction of hourly wage, medical benefits, . . . and reduced hours. Those all—those were all—

Q. Okay. Now what exactly did he say about your medical benefits?

A. Medical benefits could all be bargained with. Or we could lose them altogether.

Q. All right. Did he say how—what causes that?

A. Well, a vote. Concerning the vote . . . .

Q. Okay. Voting for the union would have what consequences again, now? [Objection interposed]

A. It would just be—the medical benefits would have to be negotiated with. We could lose them, or whatever. Or maintain them.

Q. Okay. Did he said anything about your vacation? [Objection interposed]

A. Well, another topic was—it was vacation wouldn't be like it is right now. If you want a vacation, you could take off – or you'd have to write down on a slip of paper, ahead of time, and get it taken off and if it was taken from—other former employees, it wouldn't be possible.

[Clarification sought by Judge]

THE WITNESS: Well, vacation—it wouldn't be—okay, if we wanted to get a day off, vacation, it wouldn't be the same as it is now as with the union being in.

With respect to wages, Juhl testified he remembered Plant saying, ''Our pay could be reduced.''

On cross-examination, Juhl readily conceded that Plant said every subject was subject to negotiation, referring specifically to medical benefits and vacation.

With respect to both Bolle and Juhl's testimony it appears that although they recalled that meeting as occurring at the 6 a.m. meeting, it seems likely that they attended the second, later meeting. Whether that is so or not, is really not significant. What is clear, however, is that the testimony of all four of the General Counsel's witnesses is tentative and uncertain. Their recollection is uniformly poor. When it was suggested that these remarks occurred in the context of a larger discussion, including the manner in which collective bargaining occurred, they readily accepted that and conceded that Plant was observing that negotiations could result in more, less, or the same levels of wages and benefits.

Plant testified that Respondent employs three types of employees, full-time regulars, part-time regulars, and casuals, who are limited to only 20 hours per week. At the time in question, Respondent employed approximately five casual employees. Under company policy, they were not entitled to fringe benefits.

With respect to the January 30 meetings, Plant testified that the topics were the same each time. He says he remembers handing out an announcement and also saying that there was an election upcoming on February 13, that it was important that everyone vote, regardless of what their persuasion was. He said he emphasized that because, as he pointed out, the majority would rule. He remembers giving an example that if only three people voted, and two voted in favor of representation, the entire work force would become unionized regardless of the number of ''available'' voters. Accordingly, he was urging everyone to exercise their franchise.

He agrees he discussed wages and benefits, observing that if the Union were voted in, the collective-bargaining process would take some time and during that process, benefits would become negotiable. He says that he told them they knew what they had now, in a noncontractual environment, but in a collective-bargaining environment, until those benefits were established, all benefits would become negotiable.

He specifically denies saying that in the event the employees chose the Union, that they would be switched from hourly to salaried or that they would lose benefits or receive a cut in wages. Furthermore, he denied saying that if the Union became the representative, the employees would not be able to take vacations or days off without the Union's permission. He does recall opining that scheduling would likely become less flexible than the current system because he thought it would have to be done more in advance and that last moment change requests would be more difficult to accommodate.

Drivers James Williams and Larry Harris were called by Respondent with respect to a January 30 meeting.

Harris recalls Plant that morning discussing the ''floor plan,'' i.e., the daily schedule, then turning to the NLRB election. He said Plant told the group that a union vote was coming up and that all the employees should vote. He further said that Plant did not encourage the employees to vote against the Union but emphasized that it was the employees' choice to vote, ''to make sure that everyone did vote . . . it was our right to vote.'' Similarly, Williams says Plant told the employees he wanted to make an effort to get everyone to vote, whatever their views were on the situation—the main thing was to get out and vote. He further corroborates that Plant did not urge anyone to vote in any particular way. He does not recall wages or specific benefits being discussed that morning. However, he denies that Plant said anything about losing benefits, being switched to salaried status, suffering a wage cut or getting the Union's permission to take a vacation. He does remember Plant saying something to the effect that the Union's presence might hamper his ability to schedule people as freely.

Williams also recalled Plant ''[M]ention[ed] the fact that everything becomes negotiable, and that all of our benefits would become negotiable.'' Similarly, Harris said Plant ''[W]ent through some items that were—that some things

that are negotiable on some things, you know, everything that just—that we go through is negotiable, you know, with this program.'' He, too, says Plant did not discuss specific benefits in that meeting.

It is my view, that with respect to the meetings which were conducted on January 30, 1991, that the General Counsel has failed to prove by credible evidence that Plant engaged in any threats, restraint, or coercion within the meaning of Section 8(a)(1) of the Act. It is quite clear that the General Counsel's witnesses have poor recall and are unable to place Plant's remarks in any specific context. Section 8(c) of the Act, the free speech section, specifically permits an employer to truthfully advise employees about the collective-bargaining process, about the benefits they currently have and about the fact that such matters become subject to negotiation in the event the Union is certified. It further permits the employer to discuss the fact that negotiations can result in better conditions, worse conditions, or the same conditions or any variable that bargaining may reach. Moreover, one of the alleged threats, the claim that Respondent would convert hourly employees to salaried employees is improbable on its face and so unlikely as to be obviously the product of someone who simply doesn't understand, who is unable to perceive or who has an overactive imagination.

On the other hand, Plant's testimony, as corroborated by Williams and Harris, reasonably describes what he said and that description does not even hint at unlawful threats, restraint, or coercion. Accordingly, I specifically credit the version reported by Williams and Harris.

C. *The Meeting of February 6, 1991*

On February 6, Plant again conducted a G.I.T. meeting, this time at the Eagan facility. Ralph Zaccardi testified that the meeting began at about 7:30 a.m. and lasted about 1-1/2 hours because an aircraft was late. This gave the group the opportunity to use the company conference room at Eagan. Zaccardi says, again having some difficulty describing the incident, that during the meeting Plant ''made several statements for good reasons and bad reasons for voting for the union.'' Specifically Zaccardi testified that Plant said ''if we voted for the union our [401(k) retirement plan] would be one of the benefits or the opportunities we would lose.'' He could not recall Plant discussing the loss of any other benefit; moreover, he could not recall any other ''general topics'' discussed during this meeting.

On cross-examination, although he had not mentioned it in his direct, Zaccardi agreed Plant distributed and read, apparently verbatim, a 2-page ''election factsheet.'' (R. Exh. 1.) He also concedes that he was unable to recall any of the other topics during the 1-1/2 hours but he was confident that he recalled Plant saying that the 401(k) plan could be lost. He concedes, as mentioned earlier, that Plant at other times had said that such matters were subject to negotiation, but says he can't recall if Plant made that statement during the February 6 meeting.

John Juhl testified that he attended a meeting in early February (he is not quite certain whether it was on February 6). He, too, recalls Plant discussing the thrift plan. He was asked what he remembered Plant saying about the Union. He responded, somewhat tangentially, ''Well, about the thrift plan we would be getting. It could be bargained with. That is all I can remember.'' Then, after having his memory refreshed, he said he recalled Plant saying that if the Union won the election, ''The casual employees who work on Saturdays only could lose their jobs.'' Then he modified that testimony to say Plant asserted that the casual employees ''would'' lose their jobs.

As noted previously, on cross-examination he agreed that Plant said every subject was subject to negotiation, but asserts that he didn't remember Plant making that remark in connection with the Saturday casuals. However, on further cross-examination he conceded Plant's remark about Saturday casuals related to an example which apparently had occurred at the Chicago facility when it was organized by the Teamsters several years previously. He says Plant told them that as a result of negotiations in Chicago, the casuals ''disappeared.''

Plant testified that he conducted two G.I.T. meetings on February 6, the first at 6:30 a.m. at the airport and the second at 7:45 a.m. at Eagan. He says the reason he conducted the Eagan meeting was due to Quinn's absence for an illness that day.

With respect to the airport portion, Plant says he spoke about an aircraft delay which was occurring, about the consequences of that delay, and that it meant job reassignments that day.

After that part of the meeting was over, he says he reminded the employees that the NLRB election was scheduled for the following week and encouraged them to vote. He also says, because he had learned of an incident in Chicago from Respondent's divisional employee relations manager, Neill Shanahan, he reported that incident to them. He says he told the group that Respondent's offering employment to casuals was a great opportunity to people who had regular employment during the week and allowed them the opportunity to earn some money by working just Saturdays. He said he would miss them if they were unable to be employed. With respect to Chicago, he told them the Chicago couriers were represented by another Teamsters local. He says that he told the Minneapolis crew that one of the first ''stipulations'' that local had had during the negotiating process at Chicago was to eliminate all Saturday casuals, because the Teamsters felt it was robbing the earnings potential of the regular full-time employees.[4]

He does agree that he did say that the same thing might happen in Minneapolis if that is what the Union negotiated for. He says that at the 6:30 meeting, he distributed the factsheet asserting that he did not describe anything different from what it said. He does not believe he read it out loud at the 6:30 meeting.

The Eagan meeting, beginning at 7:45 lasted about 2-1/2 hours because of the aircraft delay. At this meeting, Plant says he did read the factsheet out loud as well as well as distribute it. He remembers saying at this particular point he was on his ''soapbox'' and spoke for about 20 minutes, then took questions and answers from the floor.

He says during this particular meeting, he did refer to the 401(k) retirement plan and ''to my knowledge there is no 401(k) plan at Emery facilities where there is also a collec-

[4] It should be observed here, that the General Counsel has offered no evidence to rebut the accuracy of Plant's version [from Shanahan] of what actually happened in Chicago. I assume, therefore, that Plant's testimony accurately describes the Chicago negotiations.

tive bargaining contract.'' He remembers Rodeck responding to the 401(k) plan could be negotiated to which he replied that he agreed. He denies saying that if the employees voted for the Union they would lose the 401(k) plan.

In connection with his reference to the election factsheet, he says that he did list the current benefits which the employees were then enjoying including a medical plan, the access to the 401(k) plan, 10 sick days per year, and a vacation.

In this regard, the factsheet concludes with the following questions and answers:

> Question: What will happen if the union wins the election on February 13th?
>
> Answer: We will negotiate in good faith for the entire package of wages, benefits and working conditions, as required by law. Question: Are you threatening a cut in wages and benefits if the union wins?
>
> Answer: Absolutely not. We will negotiate in good faith. We simply cannot foresee union demands or the details of any contract which would be negotiated.

With respect to these two meetings, the observations which I made in the previous section remain the same. Zaccardi has a very limited ability to describe what occurred. Moreover, Juhl undercuts Zaccardi when he says Plant told them that the 401(k) plan was subject to negotiations.

The probability that Plant would say something directly contrary to the factsheet which he had just handed out is very low. Had he handed out a factsheet which said, as this one did, that the Company was not threatening a cut in wages or benefits if the Union won, while simultaneously making such a threat, like killing the 401(k) plan, so blatant an inconsistency would have triggered a memorable and heated discussion. Rodeck already wanted to challenge Plant on the point, but Plant's response seems to have satisfied him. Had Plant said that the 401(k) plan would definitely be terminated, Rodeck would undoubtedly have pursued the matter in a way which others would recall. Therefore, I find, that during the February 6 meetings, Plant did not threaten the loss of the 401(k) retirement plan.

Furthermore, insofar as the reference to the Saturday casuals is concerned, an employer is free to refer, truthfully, to circumstances which have occurred elsewhere. The Teamsters in Chicago had actually negotiated a collective-bargaining contract which favored full-time or regular part-time employees over casuals. That fact is certainly grist for an election campaign. It does not constitute a threat that the casuals locally would actually lose their jobs. Negotiations always involve certain risks as well as advantages. An employer is free to refer to both of those, so long as he does not make an actual threat or a promise of benefit.

D. *James Monson*

James Monson is a veteran driver for Respondent. In late January 1991 his job included sorting and loading freight, as well as delivering it.

He testified that during the last week of January he had a conversation with one of the supervisors, Dale Wait. He says he remembers it ''vividly.'' Monson testified it occurred while he was loading his vehicle and, although there were other employees around, they were not involved in the conversation. He says he observed Wait walking around but cannot recall exactly how the conversation started, for he talks to Wait every day. He believes it began as just ''casual talk.'' Monson said that he and Wait had ''talked union quite a bit before the election, it was a hot topic . . . everybody was talking about it . . . .'' Nevertheless, in this conversation, Monson says Wait told him he ''thought it was a bad idea to have a union in the company . . . It would do us more harm than good.'' Monson says Wait said, ''We could lose our benefits or we could also lose our vacation, or sick pay and . . . I believe it was sick pay and holiday pay.'' He quotes Monson as saying ''It would not be good . . . We could end up closing the company if we did get a union in.'' Monson goes on to clearly say that the remarks Wait made ''was his opinion.''

Monson then refers to Wait's description of an experience he had had in Milwaukee some years before. Wait apparently told Monson that during his tenure at the Milwaukee terminal, it turned out that the union there hadn't done them any good and that it was a ''real rough situation.'' He was unable to describe with any particularity what Wait had actually said in that regard. However, it is clear that even though he mentioned that it was ''rough,'' he was referring to a ''tense time during . . . negotiations, or something.''[5] Later, he says Wait told him that the company ''could reduce wages.'' He went on to say that Wait told him that if the employees do vote for the Union, there is nothing saying that the Company couldn't lower the wages.

Wait testified that he is the operations supervisor responsible for the ''P.M.'' functions and during the preelection period, supervised about 16 courier-drivers. He has worked for Respondent for about l6 years, although the last 5 were in Minneapolis. Prior to that he worked in Milwaukee.

He says in 1975 while working as a dock worker for Respondent's Milwaukee operation, he organized dockworkers for a Teamsters local. He remembers after an NLRB election that it took about 10 to 12 months to get a contract and during the year under the contract the dockworkers became dissatisfied with their representation. As a result, he was equally involved in the decertification process.

He says that a few of the Minneapolis employees knew of his involvement with the Teamsters in Milwaukee, including Monson. He says he remembers Monson asking him at some point how the Teamsters had dealt with the employees in Milwaukee. He says that he responded that there was some problems but there are also problems with the Company, too. He emphatically denies having told Monson that Monson or the employees would be sorry if they voted for the Union and denies that he ever said that the employees would lose wages or benefits.

He does recall a conversation which appears to be the same one which Monson describes. He says Monson accosted him while he was hurrying toward the dispatch office to answer a telephone call. He says Monson called to him from his truck, so he ran over. Monson then asked his opinion about the Union. Waits says, ''Basically, all I told him was . . . they would be your bargaining unit. They would represent you. You could get more money out of it, you could get less. I would have no idea. I don't think anybody would know until it was actually negotiated. I have no idea.

[5] It is clear from Monson's testimony that Wait was not referring to anything violent.

I mean, hopefully, they would get everything they want.'' He concluded, ''I mean, he is a personal friend of mine. I'd never threaten him.''

The direct examination of both these witnesses seems entirely credible. The principal difference is that Wait seemed to handle the cross-examination better than Monson. In cross-examination Monson agreed that he and Wait were friends and that it was a casual conversation. He further agrees that he has had many conversations with Wait about his experience in Milwaukee. When asked for specific recollections of the conversations he had had with Wait regarding Milwaukee, Monson repeatedly said he did not recall, saying at one point he did not recall because he just ''blew it off.'' When counsel asked what he meant by that phrase, he said again that he didn't recall.

Frankly, Monson's response here leads me to conclude that his recollection is not as ''vivid'' as he initially claimed. Among other things, he agrees that these were casual, unremarkable conversations and that he recalled very little of them. Based on that I conclude that his recollection is insufficiently strong to warrant a finding that Wait made any remark which constitutes an unlawful threat.

E. *Merry Bolle*

Merry Bolle was a courier-driver from 1988 until April 1991, when she was laid off. In early February her immediate supervisor was Dan Swaser. On February 7 Bolle was undergoing the third ride of a routine ''on-job survey,'' i.e., a ride with her supervisor. She testified she and Swaser are generally friendly.

During this particular ride, between the terminal and her first stop, normally the ''Quality Park,'' Swaser suggested that perhaps she should cover other stops before that one. She says, ''Then he casually asked me how I felt about the union.'' She says the question seemed ''to come out of the blue.'' She answered that she did not know how she felt; she had mixed feelings. She says that he went on to say that he had worked for another company where he had gotten laid off but the union had not helped him. She says she responded that the reason that she had mixed feelings was because, ''You hear one thing from the union and one thing from the company, and you just don't know which way to go. You're confused.'' At that point, she says, Swaser turned to other subjects and the ride continued without further reference to the Union. Indeed, on cross-examination she agrees Swaser did not press her further and did not follow it up later. She also agrees he told her that it was his opinion that the Union hadn't done anything for him at his previous employment.

Swaser testified that although he has worked for the Company for 15 years, his promotion to operations supervisor was quite recent. The upgrade occurred about 8 months before his testimony, or about 5 months before he took the third job survey ride with Bolle. He said that the entire survey lasted about 4-1/2 hours and they made about 20 stops. He made some suggestions regarding the manner in which she should perform her job and they talked about a number of things during that period including each other's children.

He agrees that during the first part of the ride he asked her what she felt about the Union. He further agrees that she answered that she was ''torn between the two.'' He says he recognized right away that she was uncomfortable talking about that subject so he did not proceed. He says the entire matter took about 1-1/2 minutes. (She says it took between 4 and 5.) He says, and she apparently does not disagree, that he never asked her how she intended to vote in the election nor did he ask her to vote against the Union.

On cross-examination Swaser concurred with Bolle that he had referred to an earlier experience he had had as a United Auto Workers member, saying he told her that in 1973 when he participated in a U.A.W. strike he had never gotten his job back. He believes he told her he thought that was ''a bad experience.''

Based on the testimony of the two, I conclude that Swaser's question to Bolle had the reasonable tendency to interfere with her free exercise of the right to choose or not to choose a union. It is undisputed that he asked her how she felt about the Union and he did so at a time when there was no need. It also occurred in the proximity of the cab of a truck. In one sense I think it is fair to say that his question was not really intimidating; the two were on good personal terms. Nonetheless, the question constituted an unwarranted interrogation about her personal views toward union representation. The fact that the NLRB election was upcoming and the fact that the subject of the Union was a commonly discussed topic within the Minneapolis and Eagan terminals does not excuse or justify the question itself. In context, we have a supervisor in an enclosed area questioning an employee about how she felt about the Union. That constitutes a violation of Section 8(a)(1) of the Act. *Quemetco, Inc*., 223 NLRB 470 (1976). The circumstances are not devoid of coercive effect. See *Sunnyvale Medical Clinic*, 277 NLRB 1217 (1985).

F. *Supervisor Quinn's Meeting of February 12*

The parties have stipulated that the election was conducted on February 13, 1991, with the first polling period beginning at 6 a.m. On the morning before, February 12, Operations Supervisor Fred Quinn, conducted a G.I.T. meeting at the Eagan facility beginning about 7:30 a.m.

Couriers Brain Rodeck and Earnest Bischoff testified about it. The meeting followed a directive to employees made over the intercom system; approximately 18 drivers were present. Rodeck says during the meeting Quinn reminded the couriers the election was scheduled for the following morning and he wanted the drivers to ''feel comfortable'' with the fact that the Company was doing well financially. Rodeck then says Quinn told them, ''If you vote 'yes' or if you vote 'no,' that is the way the cookie crumbles, but I urge you to vote 'no' in the upcoming election.''

In addition Rodeck testified, ''It was also brought to our attention again that we would be receiving our $120 bonus . . . he didn't go into detail about it. It was just said that we would be receiving our $120 bonus . . . for some incentive goals that was going on at the present time.''

On cross-examination Rodeck stated that Quinn urged the employees to vote no, but that it was the same thing others had said before. He also said Quinn urged them to ''vote'' and announced the election was to be conducted the next day. He remembers Quinn saying, ''No matter how you [feel], please vote.'' He also says Quinn did not discuss the issues in any way and did not mention wages, benefits, or any of the issues involved in the election.

Bischoff testified that he too attended the 7:30 a.m. meeting, although it was not mandatory for him. He had come in to get coffee. Bischoff says, ''Well, I got in there just about the time [Quinn] came up with telling us the election was coming up.'' He remembers Quinn saying he wanted to make sure everyone voted, then going on to say, ''We urge you to vote 'no.'''

Bischoff also remembers the discussion about the bonus. He recalls Quinn saying that Minneapolis had been voted ''the No. 1 terminal'' and then concedes he isn't certain if Quinn mentioned a specific dollar amount or not.

On cross-examination, he decided that Quinn had not mentioned the dollar amount of the bonus.[6] Furthermore, on cross-examination Bischoff agreed that Quinn's meeting was ''not mandatory for me'' and he also agrees that Quinn said ''no matter which way you vote, please vote—it was important to vote.''

Bischoff initially said the discussion about the election lasted about 10 minutes; however, when pressed on cross-examination and faced with his affidavit, he conceded that the entire matter was brief and the reference to the election was only made ''in passing.''

Quinn testified that the February 12 G.I.T. meeting was called at about 7:25 a.m. and once it got going the entire meeting lasted for about 5 minutes. Quinn says he mentioned four things during this particular meeting; all were relatively brief. The four items were: a new two-way radio system, the bonus, some management changes at the corporate level in Palo Alto, and the upcoming election. It is not clear from his testimony in what order the matters were discussed.

Insofar as the election is concerned, he says he recalls his exact words which were: ''Tomorrow will be the day of the election. Please vote. It is important that you vote. Tomorrow will determine whether we will be organized by a union or not, so whatever you do, vote.'' He denies discussing any issues such as wages, benefits or union dues. Furthermore, he says that he did not urge the employees to vote ''no.''

He agrees that he did announce the bonus. By way of background, it appears that the bonus program had been announced in December by general manager Briggs at a meeting at the airport terminal conference room. Quinn says the employees who attended the December meeting at which Briggs made the announcement were essentially the same employees who attended his February 12 G.I.T. meeting. Quinn asserts that the competition was companywide based on the size of the terminal, so that terminals of roughly equal size were competing against one another. Quinn says on the evening of February 11, Briggs showed him a computer message he had just received stating that the Minneapolis office had met the goals of the competition. He says no one, including Briggs gave him any instructions to tell the employees about it and even then he did not know the amount of the bonus. Nonetheless, he says, he was ''elated.''

Accordingly, at the G.I.T. meeting the following day, he announced that the employees had exceeded the goal and that they were eligible for the bonus.

There is no evidence that he directly connected the bonus to the election during the meeting, although it is obvious, given the brief nature of the meeting, a connection could be inferred. Moreover, Quinn agrees that he once told an NLRB agent that he hoped the bonus ''would boost the morale of the employees.'' He explains that he did not regard the employees' morale as particularly low or even related to the perceived need for union representation. Instead, he says, he is always concerned about morale and anything which will improve it. He denies he hoped the bonus would encourage employees to vote against union representation.

Couriers Larry Harris and Marshall Peterson both attended the February 12 G.I.T. meeting. They both corroborate Quinn in his assertion that he did not suggest that anybody vote ''no.'' Indeed, they both say Quinn told them to make certain they voted; that they could vote either way and that the decision was the employees' to make. Furthermore, both Harris and Peterson, to a lesser extent, corroborate Quinn with respect to the bonus. Both were aware of the bonus program well before February. Harris remembers the meeting in December with Briggs when the program was announced. Peterson, too, was aware of the bonus before February. He, however, does not remember Quinn discussing the bonus the morning of February 12. Harris agrees with the remaining witnesses that Quinn did discuss the bonus, but says Quinn did not mention its size. He also says Quinn did not specifically connect the bonus to the election.

Rodeck also agrees that the incentive program had been ''going on'' for some time. He says in early January he heard about the meeting Briggs had had at the airport conference room. Furthermore, Rodeck says that 2 days before Quinn's G.I.T. meeting, he had heard from another source that the employees were going to get the bonus. He does not say what the source was.

With respect to the contention that Quinn urged employees to vote against the Union during the February 12 G.I.T. meeting, I find that the assertion has not been proven by credible evidence. I find Quinn to be a forthright candid witness who had no difficulties in recollection. The same cannot be said for either Rodeck or Bischoff. Furthermore, Quinn is corroborated by both Harris and Peterson. Accordingly, I do not find that any ''campaigning'' occurred at the G.I.T. meeting on the morning before the election. It is true that G.I.T. meetings are mandatory and in that sense could be transformed into captive-audience meetings within the meaning of the *Peerless Plywood* rule. Nonetheless, the *Peerless Plywood* rule is directed at campaign meetings, not daily information meetings. Since no campaigning took place the rule does not apply.

Moreover, even if I were to credit the contention that Quinn urged people to vote ''no'' at this particular G.I.T. meeting, it would not amount to the sort of captive speech which the rule prohibits. See *Livingston Shirt Corp*., 107 NLRB 400 (1953). Accordingly, I am unable to conclude that Quinn's G.I.T. meeting constituted a captive audience speech within the 24 hours preceding the election to warrant setting it aside.

However, with respect to the announcement of the bonus, I must conclude that Quinn, whether or not intended, engaged in an unlawful promise of benefits within the meaning of the Supreme Court's decision in *NLRB v. Exchange Parts Co*., 375 U.S. 405 (1964). The timing of the announcement could not have been closer to the election. It occurred 24 hours before the election was to commence and occurred in

[6] It appears from Bischoff's and others' testimony that there have been bonus programs of one sort or another in place in previous years.

a meeting at which voters were reminded to vote. Although it is true that the size of the bonus was not announced at that time, that omission pales when juxtaposed against the timing. I have no difficulty concluding that employees would likely view the two as connected. That being the case, the employees could not help but see the bonus as a message that the source of their well-being was the Employer, not the Union. It clearly interfered with the employees' free exercise of their Section 7 right to choose. And, in a very real sense it appears as a bribe to vote against union representation. See also *American Geri-Care*, 270 NLRB 95 (1984).

Frankly, I credit Quinn's reason for making the announcement. Indeed, it appears that he acted entirely on his own. If he had not, a similar announcement would have been made at the airport terminal. There is no evidence that such an announcement was made. Therefore, it seems likely that Quinn was acting totally on his own. Unfortunately, whether he was acting on his own or on management's behalf, the message he issued warrants a finding that the Section 8(a)(1) of the Act was breached. It is the objective effect the message is likely to have which is dispositive, not Quinn's subjective good intention or his innocence of the Act's requirements. Therefore, his announcement, coming as it did on the eve of the balloting tended to undermine the employees' free choice in that election.

Accordingly, based on the foregoing findings of fact, I make the following

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce and in an industry affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent, acting through its supervisor and agent, Dan Swaser, on or about February 7, 1991, violated Section 8(a)(1) of the Act by coercively interrogating an employee regarding her union activities, sympathies, and desires.

4. Respondent on February 12, 1991, acting through its supervisor and agent, Fred Quinn, violated Section 8(a)(1) of the Act by announcing a bonus on the eve of a representation election and thereby interfered with, restrained, and coerced employees in the free exercise of their Section 7 rights to choose or refrain from choosing a labor organization as their collective-bargaining representative.

5. The General Counsel has failed to prove by a preponderance of credible evidence that the Respondent engaged in any other unfair labor practices as alleged.

REMEDY

Having found Respondent to have engaged in certain acts and conduct which interfered with, restrained, and coerced employees in the exercise of their Section 7 rights, I shall recommend that it be ordered to cease and desist therefrom. In addition, I shall recommend that it take certain affirmative action designed to remedy the unfair labor practices.

III. RECOMMENDATION REGARDING THE REPRESENTATION ELECTION IN CASE 18–RC–14676

In view of the the unfair labor practices committed by Respondent's supervisors Quinn and Swaser, I recommend that the Board set aside the representation election in Case 18–RC–14676 and, after an appropriate remedial period, conduct a second election. In this regard, Quinn's pre-election announcement of a bonus aimed directly at the voting unit in question cannot be ignored under the *Exchange Parts* rule. It is not necessary to rule on Respondent's argument that the pre-election critical period was not reestablished until the Board's remand.[7] It is not the bonus program itself which is of concern, but the timing of the announcement that these particular employees had won. Moreover, the fact that Quinn withheld (because he did not know) the size of the award does not assist Respondent's defense. The announcement itself carried with it the promise of money and the timing was such that the bonus and the election cannot be seen as disconnected. Accordingly, a rerun election is required.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[8]

ORDER

The Respondent, Emery Worldwide, a CF company, Minneapolis, Minnesota, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Coercively interrogating its employees with respect to their union activities, sympathies, and desires.

(b) Announcing or offering bonuses or other things of value in circumstances where such an offer tends to interfere with the freedom of employees to choose or refrain from choosing a collective bargaining representative in an NLRB representation election.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Post at its Minneapolis and Eagan, Minnesota facilities, copies of the attached notice marked ''Appendix.''[9] Copies of the notice, on forms provided by the Regional Director for Region 18, after being signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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[7] For a discussion of the preelection critical period, see *Ideal Electric & Mfg. Co.*, 134 NLRB 1275 (1961). In general, that case holds that objectionable conduct (not unfair labor practices) must occur after the filing of a representation petition or it will not be deemed as having an affect on the outcome of the election. In this case the petition had been dismissed at the time the bonus program was announced, but was reinstated during the competition.

[8] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[9] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

(b) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT coercively interrogate our employees with respect to their union activities, sympathies, and desires.

WE WILL NOT announce or offer bonuses or other things of value in circumstances where such an offer tends to interfere with the freedom of employees to choose or refrain from choosing a collective bargaining representative in an NLRB representation election.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

EMERY WORLDWIDE, A CF COMPANY